

Then effective

SETTLEMENT AGREEMENT FOR RECOVERY OF RESPONSE COSTS

U.S. EPA Region IX
CERCLA Docket No. 9-2008-0024

PROCEEDING UNDER SECTION
122(h)(1) OF CERCLA
42 U.S.C. § 9622(h)(1)

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Chief of Region IX's Superfund Site Cleanup Branch by regional delegation R9 1290.20.
2. This Settlement Agreement is made and entered into by EPA and Honeywell International Inc.; Lockheed Martin Corporation; Calmat Co., dba Vulcan Materials Company, Western Division ("Calmat"); and California Car Hikers Services, Inc. ("Settling Parties"). Each Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the North Hollywood Operable Unit ("NHOU") of the San Fernando Valley Superfund Site, Area 1 ("Site"), which is located in the vicinity of Los Angeles, California. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.
5. In performing the response action, EPA has incurred and will incur response costs at or in connection with the Site.
6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and further alleges that Settling Parties are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site. The Settling Parties maintain that, on the basis of the 1996 Partial Consent Decree and the 1997 Second Partial Consent Decree in *United States v. Allied Signal et al.* (the "Consent Decrees"), they have no further obligation for funding continued operations of the Existing NHOU Remedy, a position with which EPA disagrees.
7. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

8. This Settlement Agreement shall be binding upon EPA and upon each Settling Party and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

9. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:
- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
 - b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
 - c. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
 - d. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVIII.
 - e. "Existing NHOU Remedy" shall mean the groundwater extraction and treatment remedy selected in the 1987 NHOU Record of Decision ("ROD"). The remedy selected in the 1987 NHOU ROD was designed to contain and treat groundwater contaminated with volatile organic compounds in the vicinity of the North Hollywood well field. The Existing NHOU Remedy began operating in December 1989.
 - f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the

interest accrues. The rate of interest is subject to change on October 1 of each year.¹

- g. "Interim Period" shall mean the period of time between exhaustion of the funds in the NHOUS Special Account that were collected pursuant to the 1996 and 1997 Consent Decrees and start up of a new NHOUS remedy. EPA estimates that the Interim Period will begin in October 2008 and end approximately three years after a new consent decree is signed for implementation of a new NHOUS remedy, which EPA estimates will be four years after the effective date of this Settlement Agreement.
- h. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.
- i. "Parties" shall mean EPA and Settling Parties.
- j. "Non-Settling Parties" shall mean Waste Management Recycling & Disposal Services of California, Inc., dba Bradley Landfill & Recycling Center; Los Angeles By-Products Company; Hawker Pacific Aerospace; Pick-Your-Part Auto Wrecking; the Wagner Residual "A" Trust; the Wagner Residual "B" Trust; the Wagner Marital Trust; the Basinger Exemption Trust; and the Basinger Marital Trust.
- k. "Response Costs" shall mean costs to be incurred by EPA to operate and maintain the Existing NHOUS Remedy during any portion of the Interim Period. EPA estimates that Response Costs will be approximately \$500,000 per year. Response Costs shall not include EPA's oversight costs.
- l. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.
- m. "Settlement Agreement" shall mean this Settlement Agreement for Recovery of Response Costs, EPA Region IX CERCLA Docket Number 9-2008-0024. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.
- n. "Settlement Period" shall mean the portion of the Interim Period during which operation and maintenance of the Existing NHOUS Remedy is funded with Response Costs paid pursuant to Section V of this Settlement Agreement. The Settlement Period shall begin when the funds in the NHOUS Special Account collected pursuant

¹ The Superfund currently is invested in 52-week MK notes. The interest rate for these MK notes changes on October 1 of each year. Current and historical rates are available online at http://www.epa.gov/budget/finstatement/superfund/int_rate.htm.

to the 1996 and 1997 Consent Decrees are exhausted. The Settlement Period shall end when the Response Costs collected pursuant to Section V of this Settlement Agreement have been exhausted.

- o. "Settling Parties" shall mean Honeywell International Inc.; Lockheed Martin Corporation; Calmat Co., dba Vulcan Materials Company, Western Division ("Calmat"); and California Car Hikers Services, Inc.
- p. "Site" shall mean the North Hollywood Operable Unit of the San Fernando Valley Superfund Site, Area 1, in Los Angeles, California, which is defined by the areal extent of groundwater contamination that is presently located in the vicinity of the North Hollywood well field and includes any areas to which and from which such hazardous substance groundwater contamination migrates. The Site is generally shown on the maps included in Appendix A.
- q. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

10. Within 10 days of the effective date of this Settlement Agreement, the Settling Parties shall pay to EPA a total of \$1,300,920. Each Settling Party shall pay to EPA the amount set forth below:

Honeywell, International, Inc.	\$626,000
Lockheed Martin Corporation	\$544,000
Calmat	\$74,920
California Car Hikers	\$56,000

11. In addition to the Response Costs paid pursuant to Paragraph 10, each Settling Party shall, within 20 days of receipt, pay to EPA any amount it receives from a Non-Settling Party that is (1) specifically designated for operation and maintenance of the Existing Remedy during the Interim Period and (2) paid to the Settling Party pursuant to an obligation the Non-Settling Party has to EPA. This Paragraph shall not and is not intended to apply to any funds recovered by the Settling Parties in any contribution action brought pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613.

12. Each Settling Party shall pay the Response Costs as set forth in Section V of this Settlement Agreement by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making payment and the EPA Site/Spill ID number (09N1). Settling Parties shall send the check(s) to:
- U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, Missouri 63197-9000
13. At the time of payment, each Settling Party shall also send notice that payment has been made to EPA in accordance with Section XIII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number (09N1), and the EPA Docket Number for this action (9-2008-0024).
14. The Response Costs to be paid pursuant to Section V shall be deposited in the North Hollywood Operable Unit Special Account within the EPA Hazardous Substance Superfund to be retained and used to operate and maintain the Existing NHOU Remedy during the Interim Period. EPA will use all Response Costs in the NHOU Special Account paid pursuant to Section V to operate and maintain the Existing NHOU Remedy during the Interim Period before using any other funds for such purposes. If any portion of the Response Costs paid pursuant to Section V remains in the NHOU Special Account upon termination of the Interim Period, EPA will, after consultation with the Settling Parties, use such funds at or in connection with the Site. In the event that there are no additional costs at the Site to which the funds can be applied, EPA may transfer the funds to the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

15. Interest on Late Payments. If any Settling Party fails to make any payment required by Section V by the required due date, Interest shall begin to accrue on the unpaid balance on the due date and shall continue to accrue through the date of payment.
16. Stipulated Penalty.
- a. If any amount due to EPA under Section V is not paid by the required date, the Settling Party that has failed to make such payment shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15, \$2,000 per violation per day that such payment is late.

- b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number (09N1), and the EPA Docket Number for this action. Settling Parties shall send the check (and any accompanying letter) to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, Missouri 63197-9000

- c. At the time of each payment, the Settling Party making payment shall also send notice that payment has been made to EPA in accordance with Section XIII (Notices and Submissions). Such notice shall identify the EPA Region and Site Spill ID Number (09N1), and the EPA Docket Number for this action (9-2008-0024).
- d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.
17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, the Settling Party or Parties against whom enforcement is sought shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.
18. The obligations of Settling Parties to pay the total amount owed to EPA under Paragraph 10 of this Settlement Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under Paragraph 10 of this Settlement Agreement, the remaining Settling Parties shall be responsible for such payments. The joint and several obligations of the Settling Parties under this Settlement

Agreement relate only to monies owed under Paragraph 10 of this Settlement Agreement and have no other force or effect on any alleged liability of any Settling Party.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VII. COVENANT NOT TO SUE BY EPA

20. Covenant Not to Sue by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Response Costs for the Settlement Period. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

21. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 20. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Parties with respect to:
 - a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
 - b. liability for any costs incurred or to be incurred by the United States that are not Response Costs for the Settlement Period;
 - c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
 - d. criminal liability; and
 - e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. The Settling Parties recognize and acknowledge that the settlement embodied in this Settlement Agreement relates only to operation and maintenance of the Existing NHOU Remedy during the Settlement Period and that in order to ensure continued operation of the Existing NHOU Remedy for the entire Interim Period, EPA may incur oversight costs and Response Costs in addition to those incurred during the Settlement Period. The Settling Parties also recognize and acknowledge that EPA intends to replace the Existing NHOU Remedy with a new remedy for the Site at the end of the Interim Period.
23. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANT NOT TO SUE BY SETTling PARTIES

24. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs for the Settlement Period or this Settlement Agreement, including but not limited to:
- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
 - b. any claims arising out of the response actions at the Site for which the Response Costs are incurred, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and
 - c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs.
25. Notwithstanding the foregoing, nothing in this Settlement Agreement shall be interpreted as waiving, abrogating, or resolving (1) any claims that any Settling Party has or may have based upon any alleged liability that the United States Department of Defense, any branch or division thereof, or any predecessor agency has or may have for conditions at the NHOU Site pursuant to CERCLA Section 106, 107, 113, 120, or 310, 42 U.S.C. §§ 9606, 9607, 9613, 9620, or 9659, or RCRA Section 7002, 42 U.S.C. § 6972, or (2) any claims that any Settling Party may have against the United States pursuant to any contract between any Settling Party and the United States or any government contractor(s) with respect to Response Costs for the Settlement Period paid pursuant to Paragraph 10.

26. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION

27. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).
28. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.
29. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 9613(f)(2), and that Settling Parties are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Response Costs for the Settlement Period. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 9613(f)(3)(B), pursuant to which Settling Parties have, as of the Effective Date, resolved their liability to the United States for Response Costs for the Settlement Period.
30. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

31. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII.

XI. ACCESS TO INFORMATION

32. Settling Parties shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.
33. Confidential Business Information and Privileged Documents.
- a. Settling Parties may assert business confidentiality claims covering part or all of the records submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Parties that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Parties.
 - b. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege in lieu of providing records, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Parties' favor. However, no records created or generated pursuant to the

requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

34. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

35. Until 10 years after the effective date of this Settlement Agreement, each Settling Party shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.
36. After the conclusion of the 10-year document retention period in the preceding Paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records and, upon request by EPA, Settling Parties shall deliver any such records to EPA. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.
37. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIII. NOTICES AND SUBMISSIONS

38. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

Michael Massey
U.S. EPA
Office of Regional Counsel, ORC-3
75 Hawthorne Street
San Francisco, California 94105

Rachel Loftin
U.S. EPA
Superfund Division, SFD-7-4
75 Hawthorne Street
San Francisco, California 94105

As to Settling Parties:

1. *Lockheed Martin Corporation*
Gene Matsushita
Senior Manager, Environmental Remediation
Lockheed Martin Corporation
2950 N. Hollywood Way #125
Burbank, CA 91505
Telephone: (818) 847-0197
E-mail: gene.s.matsushita@lmco.com
2. *Honeywell International, Inc.*
Benny Dehghi
Manager for Remediation & Evaluation Services
Honeywell International, Inc.
2525 W. 190th Street
m/s 23-21-80
Torrence, CA 90505
Telephone: (310) 512-2296
E-mail: benny.dehghi@honeywell.com

3. *Calmat Co. dba Vulcan Materials Company, Western Division*
Mr. Brian W. Ferris
Vice President, Assistant General Counsel
Calmat Co. dba Vulcan Materials Company, Western Division
3200 San Fernando Road
Los Angeles CA 90065
Telephone: (323) 474-3366
E-mail: FerrisB@VMCMAIL.com

with a copy to:

Kenneth A. Ehrlich
Jeffer, Mangels, Butler & Marmaro LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Telephone: (310) 785-5395
E-mail: KEhrlich@jmbm.com

4. *California Car Hikers Services, Inc.*
Richard Williamson
Ezer & Williamson LLP
1900 Avenue of the Stars, 19th Floor
Los Angeles, California 90067
Telephone: (310) 201-7595
E-mail: rew@ezerwilliamson.com

and

Rebecca Thompson
Gaines & Stacey, LLP
16633 Ventura Boulevard, Suite 1220
Encino, CA 91436
Telephone: (818) 933-0200
E-mail: rthompson@gaineslaw.com

XIV. INTEGRATION/APPENDICES

39. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly

contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: "Appendix A" includes maps of the Site.

XV. ACCOUNTING FOR EXPENDITURES

40. On the anniversary of the Effective Date and annually thereafter, EPA will provide the Settling Parties with an itemized cost summary document, which provides an accounting of how EPA spent the Response Costs paid pursuant to Section V of this Settlement Agreement.
41. Within 30 days of the Effective Date, EPA will provide the Settling Parties with an itemized cost summary document, which details how the EPA spent the funds collected pursuant to the 1996 and 1997 Consent Decrees.

XVI. PUBLIC COMMENT

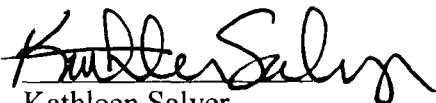
42. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XVII. EFFECTIVE DATE

43. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 42 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement. EPA will provide the representatives of each Settling Party identified in Section XIII (Notices and Submissions) with a copy, by electronic mail, of the notice that the public comment period has closed.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: 
Kathleen Salyer
Chief, Superfund Site Cleanup Branch
U.S. EPA, Region IX


Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket No. 09-2008-0024, relating to the North Hollywood Operable Unit of the San Fernando Valley Superfund Site, Area 1:

FOR SETTLING PARTY: Calmat Co. dba Vulcan Materials Company, Western Division
3200 San Fernando Road
Los Angeles, CA 90065

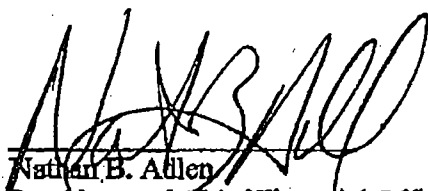
By: Brian W. Ferris
Mr. Brian W. Ferris
Vice President, Assistant General Counsel

8/6/2008
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket No. 09-2008-0024, relating to the North Hollywood Operable Unit of the San Fernando Valley Superfund Site, Area 1:

FOR SETTLING PARTY: California Car Hikers Services, Inc.
11590 Tuxford Street
Sun Valley, CA 91352

By:

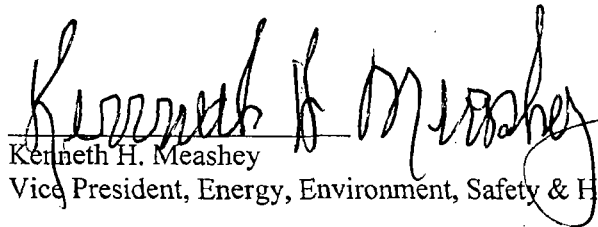

Nathan B. Adlen
President and Chief Financial Officer

8/5/2008
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket No. 09-2008-0024, relating to the North Hollywood Operable Unit of the San Fernando Valley Superfund Site, Area 1:

FOR SETTLING PARTY: Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, MD 20817

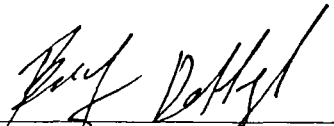
By:


Kenneth H. Meashey
Vice President, Energy, Environment, Safety & Health

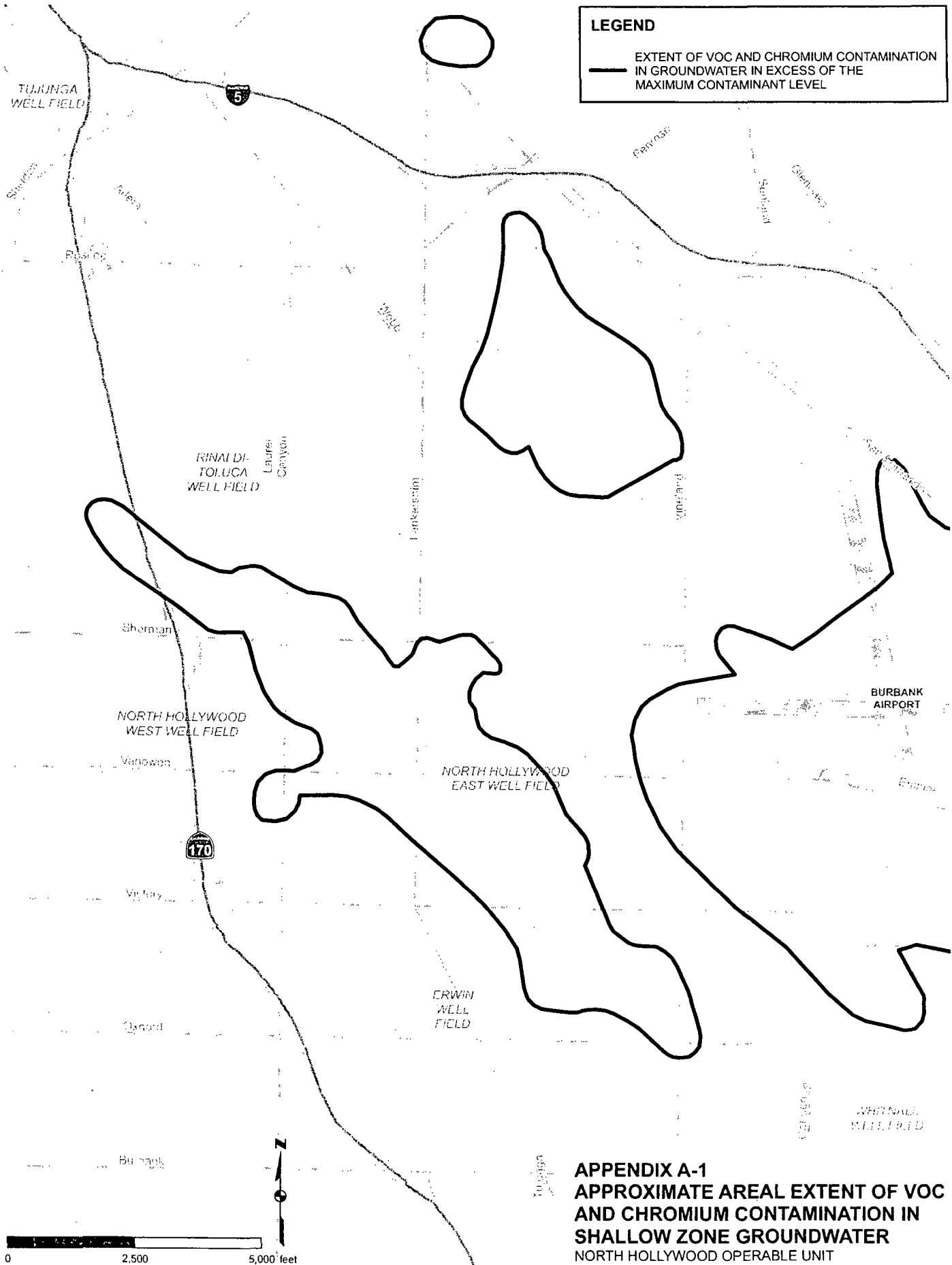
8/5/08
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket No. 09-2008-0024, relating to the North Hollywood Operable Unit of the San Fernando Valley Superfund Site, Area 1:

FOR SETTLING PARTY: Honeywell International, Inc.
2525 W. 190th Street
Torrence, CA 90505

By: 
Benny Dehghi
Manager for Remediation & Evaluation Services

08/06/08
Date



APPENDIX A-1
APPROXIMATE AREAL EXTENT OF VOC
AND CHROMIUM CONTAMINATION IN
SHALLOW ZONE GROUNDWATER
 NORTH HOLLYWOOD OPERABLE UNIT
 SAN FERNANDO VALLEY AREA 1 SUPERFUND SITE

